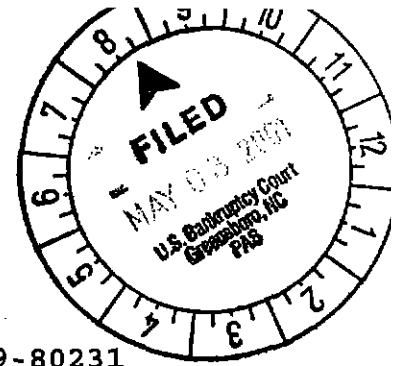


UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF NORTH CAROLINA  
GREENSBORO DIVISION



In Re: ) Chapter 13  
 ) Case No. 99-80231  
VIVIAN LEWIS REED, )  
SS# 238-31-4177 )  
 )  
 )  
 )  
 )

MOTION FOR RELIEF FROM STAY AND FOR RELIEF FROM CO-DEBTOR  
STAY APPLYING 11 U.S.C. Section 362(d), 1301, FOR RATIFICATION OF  
FORECLOSURE SALE AND AFFIRMATION OF POST FORECLOSURE SALE  
RECORDATION OF FORECLOSURE DOCUMENTS AND TRUSTEE'S DEED

Conseco Finance Servicing Corp., f/k/a Green Tree Financial Servicing Corporation, ("Secured Creditor"), by and through its undersigned counsel, respectfully requests this Court, pursuant to Rule 4001 and 9014 of the Rules of Bankruptcy procedure and Sections 362(d) and 1301 of the Federal Bankruptcy Code, enter its order granting the Secured Creditor relief from the automatic stay provision and co-debtor stay, ratifying the foreclosure sale on the debtor's property, and affirming the post-foreclosure recordation of foreclosure documents and Trustee's Deed.

In support thereof, Conseco shows the Court as indicated below.

1. On or about July 28, 1999 Vivian Lewis Reed (hereinafter referred to as "the Debtor") executed a Promissory Note ("Note") in the original amount of \$109,040.00, a copy of the Note is attached hereto as Exhibit A and incorporated herein by reference.

2. The Note referred to in the preceding paragraph is secured by a Deed of Trust on Cornerstone Drive, Lot 14, in the City/Town/Village of Oxford, County of Granville, State of North Carolina and more particularly described in a Deed of Trust recorded in Book 722, Page 498, in the Granville County Registry, North Carolina. A copy of the Deed of Trust is attached hereto as Exhibit B and incorporated herein by reference.

3. Eric Lewis Reed, husband of the Debtor, is also listed as a Grantor on the Deed of Trust. Eric Lewis Reed is referred to herein as "the Co-Debtor". Eric Lewis Reed's Chapter 13 bankruptcy

(00-89019) was dismissed on October 13, 2000.

4. On or about December 2, 1998, Consec initiated a foreclosure action. A foreclosure sale was authorized by the Clerk of Court for Granville County (hereinafter "Clerk") and scheduled for December 30, 1998.

5. The foreclosure sale was held on January 28, 1999 wherein Green Tree Financial Servicing Corporation, now known as Consec, became the last and highest bidder.

6. A Report of Foreclosure Sale was filed with the Granville County Clerk of Court on January 28, 1999.

7. On or about February 1, 1999, Debtor filed a Petition with the United States Bankruptcy Court for the Middle District of North Carolina for relief under Chapter 13 of the United States Bankruptcy Code bearing case number 99-80231 C-13D.

8. Unaware of the bankruptcy filing, the Substitute Trustee filed a Substitute Trustee's Deed on February 18, 1999, Book number 772, Page 659, Granville County Registry.

9. The Substitute Trustee was made aware of the bankruptcy filing on February 25, 1999 and ceased foreclosure efforts immediately upon knowledge of the bankruptcy filing.

10. Upon information and belief, the debtor's bankruptcy was dismissed on or about November 7, 2000.

11. Consec should be granted relief from automatic stay and the foreclosure resulting in the sale of the aforementioned real property and the foreclosure of the property should be ratified and affirmed.

12. Consec will suffer irreparable injury, loss, and damage in the event relief is not granted.

**BASED UPON THE FOREGOING**, Movant respectfully requests this Court as follows:

1. That the stay imposed by 11 U.S.C. Section 362 (a) and the Co-Debtor stay imposed by 11 U.S.C. Section 1301 of the Federal Bankruptcy Code be modified, annulled, or terminated and relief as to the Debtor and the Co-Debtor/Co-Mortgagor be granted, the foreclosure action, including without limitation, the foreclosure sale held on January 28, 1999 should be in all respects ratified

and confirmed notwithstanding the debtor's bankruptcy filing on February 1, 1999;

2. The hearing of this motion be the final hearing under 11 U.S.C Section 362(c) and any preliminary hearing consolidated herein and Orders entered accordingly; and

3. It have such other and further relief as the Court deems just and proper.

This 27 day of April, 2001.

JOHN A. MEADOWS, P.A.

By: 

John A. Meadows, Esquire  
2596 Reynolda Road, Suite C  
Winston-Salem, North Carolina 27106  
Telephone: (336) 723-3530  
Attorney for Movant  
NC Bar No.: 13237

**CERTIFICATE OF SERVICE BY MAIL**

The undersigned hereby certifies that on the 27 day of April, 2001 he served copies of the attached **MOTION FOR RELIEF FROM STAY** by placing said copies in postpaid envelopes addressed to the persons hereinafter named, at the places and addresses stated below, which are the last known addresses, and by depositing said envelopes and their contents in the United States Mail at Winston-Salem, North Carolina.

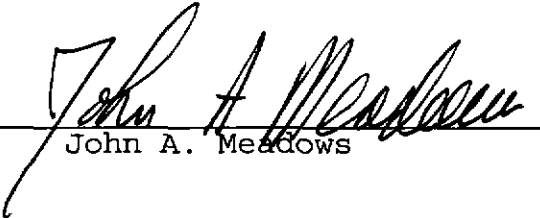
TO: Richard M. Hutson, II, Trustee  
Chapter 13 Trustee  
P.O. Box 3613  
Durham, North Carolina 27702

Donald D. Pergerson, Esquire  
P.O. Box 2289  
Henderson, North Carolina 27536  
Attorney for Debtor

Vivian Lewis Reed, Debtor  
4089 Cornerstone Drive  
Oxford, North Carolina 27565

Eric Raymon Reed, Co-Debtor  
4089 Cornerstone Drive  
Oxford, North Carolina 27565



  
\_\_\_\_\_  
John A. Meadows

CT 1574 811 (2/94)

<b>VIVIAN LEWIS REED</b>  CORNERSTONE DR. (LOT 14) OXFORD, NC 27565	<b>GREEN TREE FINANCIAL SERVICING CORPORATION</b> 3101 POPLARWOOD COURT SUITE 117 RALEIGH, NC 27604	Loan Number _____ Date <u>JULY 28, 1997</u> Maturity Date _____ Loan Amount \$ <u>109040.00</u> Renewal Of _____
<b>BORROWER'S NAME AND ADDRESS</b> "I" includes each borrower above. Joint and severally.	<b>LENDER'S NAME AND ADDRESS</b> "You" means the lender, its successors and assigns.	

For value received, I promise to pay to you, or your order, at your address listed above the **PRINCIPAL** sum of ONE HUNDRED NINE THOUSAND FORTY AND NO/100 DOLLARS Dollars \$ 109040.00

Single Advance: I will receive all of this principal sum on \_\_\_\_\_. No additional advances contemplated under this note.

☒ Multiple Advance: The principal sum shown above is the maximum amount of principal I can borrow under this note. On date of first advance \_\_\_\_\_ I will receive the amount of \$ 13000 (land value) and future principal advances are contemplated.

**Conditions**: The conditions for future advances are 1st advance(adv): real property appraisal & legal opinion; 2nd adv: land improvement invoices, lien waivers, customer advance authorization ("CAA"); 3rd or 3rd adv: home & recap & CAA; final adv: certificate of occupancy or inspection report & CAA.

Open End Credit: You and I agree that I may borrow up to the maximum amount of principal more than one time. This feature is subject to all other conditions and expires on \_\_\_\_\_.

☒ Closed End Credit: You and I agree that I may borrow up to the maximum only one time (and subject to all other conditions).

**INTEREST**: I agree to pay interest on the outstanding principal balance from date of first advance at the rate of 7.00 % per year until the principal balance is fully paid.

N/A Variable Rate: This rate may then change as stated below.

Index Rate: The future rate will be \_\_\_\_\_ the following index rate: \_\_\_\_\_  
Prepayment Refund: I may prepay all or part of this note without penalty. If I prepay in full, you will refund part of the finance charge.

No Index: The future rate will not be subject to any internal or external index. It will be entirely in your control.

Frequency and Timing: The rate on this note may change as often as \_\_\_\_\_  
 A change in the interest rate will take effect \_\_\_\_\_.

Limitations: During the term of this loan, the applicable annual interest rate will not be more than \_\_\_\_\_ or less than \_\_\_\_\_ %.

**Effect of Variable Rate**: A change in the interest rate will have the following effect on the payments:

The amount of each scheduled payment will change. The amount of the final payment will change.

**ACCUAL METHOD**: Interest will be calculated on a simple interest basis.

**POST MATURITY RATE**: I agree to pay interest on the unpaid balance of this note owing after maturity, and until paid in full as stated below:

on the same fixed or variable rate basis in effect before maturity (as indicated above).

at a rate equal to \_\_\_\_\_.

☒ LATE CHARGE: If a payment is made more than 15 days after it is due, I agree to pay a late charge of \$ 5.00 OR 5.00% OF THE PAYMENT, WHICHEVER IS LESS

ADDITIONAL CHARGES: In addition to interest, I agree to pay the following charges which \_\_\_\_\_ are \_\_\_\_\_ are not include in the principal amount above:

**PAYMENTS**: I agree to pay this note as follows.

☒ Interest: I agree to pay accrued interest during the construction period on a monthly basis on cumulative amounts advanced, and principal & interest monthly thereafter until the contract is fully paid.

☒ Principal: I agree to pay the principal in 360 monthly installments, beginning no later than 45 days after the completion of the construction funding period.

☒ Installments: I agree to pay this note in 360 payments. The first payment will be in the amount of \$ 725.45 (Principal & Interest) and will be due approximately 30 days from final disbursement. A payment of \$ 725.45 will be due thereafter. The final payment of the entire unpaid balance of principal and interest will be due 360 months from last construction disbursement monthly.

\* The payment schedule is in addition to and shall begin subsequent to the construction period interest only payments.

**UNIVERSAL NOTE**

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the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs herein.

**DEFAULT:** I will be in default if any one or more of the following occur: (1) I fail to make a payment on time or in the amount due; (2) I fail to keep the property insured, if required; (3) I fail to pay, or keep any promise, on any debt or agreement I have with you; (4) any other creditor of mine attempts to collect any debt I owe him through court proceedings; (5) I die, am declared incompetent, make an assignment for the benefit of creditors, or become insolvent (either because my liabilities exceed my assets or I am unable to pay my debts as they become due); (6) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was provided; (7) I do or fail to do something which causes you to believe that you will have difficulty collecting the amount I owe you; (8) any collateral securing this note is used in a manner or for a purpose which threatens confiscation by a legal authority; (9) I change my name or assume an additional name without first notifying you before making such a change; (10) I fail to plant, cultivate and harvest crops in due season, if I am a producer of crops; (11) any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

**REMEDIES:** If I am in default on this note you have, but are not limited to, the following remedies.

- (1) You may demand immediate payment of all I owe you under this note (principal, accrued unpaid interest and other accrued charges).
- (2) You may set off this debt against any right I have to the payment of money from you, subject to the terms of the "Set-Off" paragraph herein.
- (3) You may demand security, additional security, or additional parties to be obligated to pay this note as a condition for not using any other remedy.
- (4) You may refuse to make advances to me or allow purchases on credit by me.
- (5) You may use any remedy you have under state or federal law.

By selecting any one or more of these remedies you do not give up your right to later use any other remedy. By waiving your right to declare an event to be a default, you do not waive your right to later consider the event as a default if it continues or happens again.

**COLLECTION COSTS AND ATTORNEY'S FEES:** I agree to pay all costs of collection, replevin or any other or similar type of cost if I am in default. In addition, if you hire an attorney to collect this note, I also agree to pay any fee you incur with such attorney plus court costs (except where prohibited by law). To the extent permitted by the United States Bankruptcy Code, I also agree to pay the reasonable attorney's fees and costs you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**WAIVER:** I give up my rights to require you to do certain things. I will not require you to.

- (1) demand payment of amounts due (presentment);
- (2) obtain official certification of nonpayment (protest), or
- (3) give notice that amounts due have not been paid (notice of dishonor).

**ARBITRATION:** All disputes, claims, or controversies, arising from or relating to this contract or the relationships, which result from this contract, or the validity of this arbitral clause or the entire contract, shall be resolved by binding arbitration by one arbitrator selected by you with consent of us. This arbitration contract is made pursuant to a transaction in interstate commerce, and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes through a court, but that they prefer to resolve the disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO COURT ACTION BY YOU (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this contract. The parties agree and understand that the arbitrator shall have all power provided by the law and the contract. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial or non-judicial relief to enforce a mortgage, deed of trust, or other security agreement relating to the real property secured in a transaction underlying this arbitration agreement, or to enforce the monetary obligation secured by the real property, or to foreclose on the real property. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain monetary judgment, or to enforce the mortgage or deed of trust, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

**OBLIGATIONS INDEPENDENT:** I understand that I must pay this note even if someone else has also agreed to pay it (by, for example, signing this form or a separate guarantee or endorsement). You may sue me alone, or anyone else who is obligated on this note, or any number of us together, to collect this note. You may do so without any notice that it has not been paid (notice of dishonor). You may without notice release any party to this agreement without releasing any other party. If you give up any of your rights, with or without notice, it will not affect my duty to pay this note. Any extension of new credit to any of us, or renewal of this note by all or less than all of us, will not release me from my duty to pay it. (Of course, you are entitled to only one payment in full). I agree that you may at your option extend this note or the debt represented by this note, or any portion of the note or debt, from time to time without limit or notice and for any term without affecting my liability for payment of the note. I will not assign my obligation under this agreement without your prior written approval.

**CREDIT INFORMATION:** I agree and authorize you to obtain credit information about me from time to time (for example, by requesting a credit report) and to report to others your credit experience with me (such as a credit reporting agency). I agree to provide you, upon request, any financial statement or information you may deem necessary. I warrant that the financial statements and information I provide to you are or will be accurate, correct and complete.

**NOTICE:** Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by first class mail addressed to me at my last known address. My current address is on page 1. I agree to inform you in writing of any change in my address. I will give any notice to you by mailing it first class to your address stated on page 1 of this agreement, or to any other address that you have designated.



Book  
**0722** Page  
**0498**KATHRYN CREWS  
REGISTER OF DEEDS  
GRANVILLE COUNTY, NC

This document was prepared by: Robert K. Catherwood

Please return after recording to: Robert K. Catherwood  
P.O. Box 1624  
Oxford, NC 27565

FILED	
DATE	<u>July 28, 1997</u>
TIME	<u>3:46 P.M.</u>
BOOK	<u>722</u>
PAGE	<u>498</u>

State of North Carolina  
GT 15-14 090 (11/94)

Space Above This Line For Recording Data

**EQUITY LINE OF CREDIT DEED OF TRUST**

(With Future Advance Clause Governed by Article 9, Chapter 45, NCGS)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is JULY 28, 1997 and the parties, their addresses and tax identification numbers, if required, are as follows:

**GRANTOR:** VIVIAN LEWIS REED and husband, Eric Ramon Reed  
CORNERSTONE DR. (LOT 14)  
OXFORD, NC 27565

..... If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

**TRUSTEE:** Don E. Puquay

**LENDER:** GREEN TREE FINANCIAL SERVICING CORPORATION  
3101 POPLARWOOD COURT SUITE 127 . RALEIGH NC 27604

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

All of the property located at CORNERSTONE DR. (LOT 14) in the City/Town/Village of OXFORD, County of GRANVILLE, State of NC, in which the Borrower has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A. Together with a security interest in that certain 1998 68 X 28 PALM BARBOR mobile home, serial number VPNC11403. \*\* SEE WORDING ON TOP OF PAGE 2 \*\*  
The property is located in GRANVILLE at \_\_\_\_\_ (County)

CORNERSTONE DR. (LOT 14) OXFORD North Carolina 27565  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. §91), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Deed of Trust. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

14. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence



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0722 Page  
0502

18. **CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. **INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

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0504

## EXHIBIT A

All of Lot 14 of Cornerstone of Antioch Subdivision as shown on plat recorded in Map Book 20, Page 52, Granville County Registry, reference to which is made for more complete description. Also conveyed herewith is a permanent right of ingress, egress, and regress to and from the property hereinabove described and SR 1600 along Cornerstone Drive as shown on the plat referred to hereinabove.

STATE OF NORTH CAROLINA GRANVILLE COUNTY  
The foregoing certificate of Wendy E. Capps  
Granville County, N.C.  
is certified to be correct. This instrument was presented for  
registration and filed in this office in Book 7224 Page 298  
This is the day of July 1997 at 3:46 P.M.  
Register of Deeds Kathleen A. Brown  
By Dickie L. Brock Auditor Deputy

24.00

STATE OF NORTH CAROLINA					
MVA 1997 (REV. 5/94)					
CERTIFICATE OF TITLE					
TITLE NUMBER	GROSS WEIGHT	LICENSE FEE	TITLE ISSUE DATE	PREV TITLE	
770253972830115			10/14/1997		
VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE	BODY STYLE		
VPNC11403	1998	BAYS	MH		
MAILING ADDRESS					
GREENTREE FINANCIAL SERVICING CORP 3101 POPLARWOOD CT STE 127 RALEIGH NC 27604-1045					
OWNER(S) VIVIAN LEWIS REED NAME AND LOT 14 CORNERSTONE DR ADDRESS OXFORD NC 27565					
THIRD LIENHOLDER:		DATE:			
<p>The Commissioner of Motor Vehicles of the State of North Carolina hereby certifies that on application for a certificate of title for the vehicle described, which has been duly purchased by the Division of Motor Vehicles in accordance with the provisions of the Motor Vehicle Title Act of 1971, the Division of Motor Vehicles is satisfied that the applicant is the lawful owner of the vehicle described in the title.</p> <p>As WITNESS, my hand and seal of this Division, the day and date first above written, I have signed this certificate.</p> <p><i>James H. Hester</i> COMMISSIONER OF MOTOR VEHICLES</p>					
SECOND RELEASED BY		DATE			
SECOND LIENHOLDER:		DATE			
FIRST RELEASED BY		DATE			
FIRST LIENHOLDER:		DATE 10/10/1997			
GREENTREE FINANCIAL SERVICING CORP 3101 POPLARWOOD CT STE 127 RALEIGH NC 27604-1045					
THIRD RELEASED BY		DATE			
ADDITIONAL LIENS:					
57495604 115 TIC1156					